

**Northeast Missouri Workforce Investment Area's
MEMORANDUM OF UNDERSTANDING
Under the
Workforce Investment Act**

This Memorandum of Understanding (MOU) has been developed in accordance with Section 121(c) of the Workforce Investment Act of 1998, with the agreement of the Chief Local Elected Officials, hereafter referred to as the "CLEO's," of the NEMO Workforce Investment Area (NEMO WIA). This MOU is entered into in the spirit of cooperation and collaboration by the NEMO Workforce Investment Board, Inc., hereafter referred to as the "NEMO WIB," and the One-Stop signatory partners, hereafter referred to as the "One-Stop Partners," to describe how their various funding streams and resources will be utilized to better serve their mutual customers, both job seekers and employers, through an integrated system of service delivery operated at One-Stop comprehensive sites and satellite sites. It is understood that the development and implementation of One-Stop Career Centers and Satellite sites will require mutual trust and teamwork between the One-Stop Partners, all working together to accomplish the shared goals.

I. Purpose.

The purpose of this Memorandum of Understanding (MOU) is to establish a framework in which the NEMO WIB and the One-Stop Partners will be able to provide services through a one-stop system to job seekers, incumbent workers, and businesses within the local area.

The purpose of the One-Stop system in Northeast Missouri Workforce Investment Area is to create a seamless system of service delivery that will enhance access to the individual programs' services and improve long-term employment outcomes for job seeking customers, and to assist the business customers in recruiting qualified applicants and/or retaining and promoting valued employees.

The objective of the one-stop partners is to provide these services in the most efficient manner possible; and to meet all performance measures required by the NEMO Workforce Investment Board, Inc. and the Chief Local Elected Officials.

II. Mission Statement.

The mission of the NEMO WIA One Stop system is to advance the economic well-being of the area by developing and maintaining a quality workforce and by serving as the focal point for all local and regional workforce investment initiatives. This will be achieved through the delivery of high quality and integrated workforce development services for job seekers, incumbent workers, and businesses.

III. Partners

The Northeast Missouri Workforce Investment Board, with the agreement of the Chief Local Elected Officials for the Northeast Region have the mutual commitment and cooperation of the following partners in becoming a part of this MOU and operating the local One Stop system and One-Stop career center(s) and satellite sites.

- **Title I Grant Recipient/ Administrative Entity/Fiscal Agent** (WIA Title I Adult, Dislocated Worker, and Youth Programs; and TANF Employment and Training Programs)
- **Missouri Division of Workforce Development** (Wagner-Peyser, Veterans, Job Corps, TAA/NAFTA Programs, TANF Employment and Training Programs, METP, and Parents Fair Share)
- **Experience Works** (Title V - Older Americans Act Programs)
- **Heartland Resources, Inc.** (Title V – Older Americans Act Programs)

- **Missouri Department of Labor and Industrial Relations** (State UI Programs)
- **Missouri Division of Vocational Rehabilitation** (Vocational Rehabilitation Programs)
- **Moberly Area Community College** (Post Secondary Vocational Education under Carl Perkins)
- **North East Community Action Corporation** (Community Service Block Grant Programs, and local provider of community/social service programs)
- **Northeast Missouri Community Action Agency** (Community Service Block Grant Programs, and local provider of community/social service programs)
- **Resources for Missouri Incorporated** (WIA Title I Migrant/Seasonal Farm worker Programs)
- **Northeast Missouri Council of Vocational Technical Administrators** (Adult Education/Literacy Programs)
- **Missouri Family Support Division** (TANF, Welfare Reform and Food Stamp Programs)
- **Gamm, Inc.** (DESE funded Employment and Training Programs)
- **Boonslick Regional Planning Commission** (Economic Development Activities)

IV. Services to be provided through the One Stop System.

- a. The following core services are provided to all customers and are available through the one-stop career centers:
 1. Determination of whether individuals are eligible to receive assistance for Title I of WIA;
 2. Outreach, intake, and orientation;
 3. Initial assessment of skill levels, aptitudes, abilities, and supportive service needs;
 4. Job search and placement assistance, and where appropriate, career counseling;
 5. Provision of employment statistics information, including the provision of accurate information leading to local, regional, and national labor market areas;
 6. Provision of performance information and program cost information on eligible providers of training services, eligible providers of youth activities, providers of adult education activities, providers of postsecondary vocational education activities, and providers of vocational rehabilitation program activities;
 7. Provision of information regarding how the local areas are performing on local performance measures;
 8. Provision of accurate information relating to the availability of supportive services, including child care and transportation;
 9. Provision of information regarding filing claims for unemployment compensation;
 10. Assistance in establishing eligibility for welfare activities and programs of financial aid for training and education that are not funded under WIA;
 11. Follow up services for participants who are placed in unsubsidized employment for not less than 12 months; and
 12. Other core service as determined by a partner agency's governing legislation.

- b. The following intensive services are available through the adult and dislocated worker programs of Title I of WIA and may be accessed through the one-stop career centers. These services will be coordinated with other agencies and programs when possible. The Partner agencies took part in an initial service mapping process in the fall of 1999 and are updated annually. The results of that process are included as attachment #3.
 1. Comprehensive and specialized assessment of skill levels;
 2. Individual employment plans;
 3. Individual and group counseling;
 4. Case management services;
 5. Short term pre-vocational services;
 6. Job clubs;

7. Out of area job search;
 8. Relocation assistance; and
 9. Work experience
- c. The following training services are also available through the adult and dislocated worker programs of Title I of WIA and may be accessed through one-stop career centers. These services will be coordinated with other agencies and programs when possible.
1. Occupational skills training, including training for nontraditional employment;
 2. On-the-job training;
 3. Programs that combine workplace training with related instruction, which may include cooperative education programs;
 4. Training programs provided by the private sector;
 5. Skill upgrading and retraining;
 6. Entrepreneurial training;
 7. Job readiness training;
 8. Adult education, English as a Second Language (ESL), and Literacy activities provided in combination with other services; and
 9. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Under the Workforce Investment Act (WIA) of 1998 (Section 121(b)(1)(B)(xii), the Unemployment Insurance (UI) program is a required partner of the One Stop Delivery System; however, Section 134(d)(2)(l) of the WIA does not require UI staff to be physically located at the local level for the delivery of UI core services.

Missouri's UI claims filing is done from remote sites where individuals file by either calling toll free or local phone numbers. As a result, UI filing is accomplished by staff in four (4) regional claims centers rather than in One Stop Career Centers.

The core services to be provided by the UI program, through the Missouri Department of Labor and Industrial Relations (DOLIR), Division of Employment Security (DES), will include making information regarding claims filing available in One Stop Career Centers. The DES will provide printed information to individuals that explains how to contact the Regional Claims Centers (RCCs) for the filing of, or obtaining information about, claims for unemployment benefits.

For DES employer customers, the following types of information will also be available through electronic connection from PCs in the resource areas of the One Stop Career Centers:

- ❖ how to register and have an employer account number assigned;
- ❖ submitting quarterly contribution and wage reports; and
- ❖ appeal rights

The Department of Labor and Industrial Relations, Division of Employment Security will also coordinate with the Department of Economic Development, Division of Workforce Development to provide access to the UI records for the purpose of measuring performance of the One Stop Career Centers.

V. Performance Goals and Standards.

It is agreed that the One-Stop delivery system will strive to achieve the following standard of quality service for its customers, employees, and one-stop partners.

All customers will receive:

- Prompt and courteous service from the staff.

- The service(s) designed to assist them in achieving their educational and/or employment goals.

All employees can expect:

- To work in a safe and professional environment.

All one-stop partners will strive to:

- Deliver high quality services through the One Stop Career Centers.

VI. General Provisions.

The one-stop partners of this MOU agree to the following general provisions:

- To work collaboratively to provide a Resource Sharing Agreement to the NEMO Workforce Investment Board, as outlined in the Resource Sharing Agreement guidelines (see attachment # 1), for their respective one-stop career center and the satellite sites.
- To work jointly to provide the employment and training services listed in the Resource Sharing Agreement in an efficient manner.
- To work collaboratively to develop financial and programmatic reporting systems to track and report on the expenditures, service costs, performance and budget objectives which are outlined in the Resource Sharing Agreement guidelines.
- To maintain responsibility for their respective staff members, equipment, reporting, monitoring, management information systems and audit resolution systems.
- That the office equipment, associated support, inventory, service and maintenance fees necessary for doing business will either be provided by each partner individually or shared between one-stop partners as agreed upon and noted in the Resource Sharing Agreement.
- That all one-stop partners will work toward combining technological resources and support to enhance the overall operation and electronic linkages of one-stop partners and will review progress toward this goal.
- That service expenditures and costs will be reviewed yearly to ensure that equitable benefit is received commensurate with the costs and resources provided by the one-stop partners respectively.
- To work collaboratively to analyze performance and costs on a yearly basis and to prepare mutually agreeable written corrective action steps in the event of significant variances in performance or material costs.
- The one-stop partners shall not decide how funds for specific programs will be spent where there are specific statues and/or regulations which govern the expenditure of programmatic dollars. Meeting the requirements established for participants in the one-stop career center and satellite sites remain the responsibility of the grantee/program operator for any of the programs. If, at any time, broader authority is received and integration of resources and/or funds becomes legally possible, then this section may be reopened to realize such integration.
- That the one-stop partners will respect each other's organizational business practices, management styles and individual personnel policies and procedures as they provide services under this agreement. Such practices include but are not limited to audit,

procurement, insurance, employee codes of conduct, record keeping and retention, employee and client confidentiality.

- Since funds are generally appropriated annually, financial agreements may be negotiated with each partner annually to clarify funding of services and operating costs of the system under this MOU.

VII. Assurances and Certifications.

The one-stop partners of this Memorandum of Understanding (MOU) agree to the following general assurances and certifications.

- That no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.
- Each partner assures that affirmative action plans are in place and are followed to ensure non-discrimination.
- Each partner assures that personnel policies are in place and followed to ensure adherence to individual agency policy.
- Each partner assures that complaint and grievance procedures are in place and followed for timely attention to complaints filed by applicants, sub-contractors, employers, employees, and other persons in accordance with applicable statutes and regulations.
- That no funds utilized in conducting activities under this agreement shall be used to promote religious or anti-religious activities, or used for lobbying activities which would be in violation of 18 U.S.C. 1913 or used for political activities in violation of 5 U.S.C. 1501 to 1508.
- The one-stop partners agree to assure a drug-free workplace and will adhere to Executive Order #90-5.
- Each partner agrees to assume all liability for its actions and the actions of its agents under this MOU. Each partner shall hold harmless, defend and indemnify all other one-stop partners to this agreement from any and all claims for damages, including costs and attorney's fees resulting in whole or in part from the partner or its agents activities under this agreement.
- The reference to funds covered under this Agreement and identified in the Resource Sharing Agreement is contingent upon receipt of funds for the Agreement by the One-Stop Partners, and are subject to each One-Stop Partners authorizing law.
- Each Partner assures that it is an equal opportunity employer and is aware of and shall comply with EEOC practices as mandated by state and federal statutes and regulations.

VIII. Referral of Customers

The purpose of a referral system is to facilitate a seamless delivery of services to all customers. The 'no wrong door' approach will be used throughout the one-stop system. Within the one-stop career centers, the receptionist/greeter (or other One-Stop partner staff member) will conduct an initial needs-assessment using a standardized form (see attachment

#4). He/she will use the information to direct the customer to the most appropriate initial service(s).

Cross-training of all partner agency staff, whether collocated, based at a satellite site, or other location, will ensure that, as additional needs of the customer are identified, referrals will be made to the provider(s) who has the services most appropriate to meet the customer needs.

For customers accessing services within a one-stop career center, referrals will normally be made in person, immediately following needs identification. Upon request, collocated partner agencies shall receive a written referral as described below.

For customers being referred to or from the one-stop career center from a satellite site or other location, referrals will be made using a standardized written referral form. When possible, the referral form will include an appointment time, date and location. The customer and the agency being referred to will receive a copy of the form. The form may be transmitted by mail, fax or via computer linkages.

The agency to which the customer is referred agrees to notify the referring agency of the results of the referral by phone, fax, mail or e-mail in a timely fashion.

To better serve businesses, the one-stop partners are asked to participate in the Northeast Region's Business Services Outreach Plan which provides each business customer with a single point of contact to conduct the development of job openings, obtain job listings, and offer other business services.

IX. Effective Period.

The duration of this Memorandum of Understanding shall be in effect from May 15, 2005 until such time as the Workforce Investment Act is repealed, revised or reauthorized requiring an amendment or modification.

X. Modifications, Renewal and Termination Provisions.

a. Termination.

Any partner to this Memorandum of Understanding who desires to withdraw shall give sixty (60) days written notice of its intent to withdraw as a partner to the NEMO Workforce Investment Board. In such case, all pertinent terms of the MOU will continue in effect for the remaining one-stop partners. The NEMO Workforce Investment Board will review the situation in order to make necessary adjustments to the appropriate Resource Sharing Agreements, etc. Any party may withdraw from the Memorandum of Understanding and Resource Sharing Agreement for cause. Acceptable reasons for cause are termination of funds or programs by higher authority, or loss of programs or funds to another agency. In the event of termination, the partner agrees to settle all outstanding accounts.

b. Revisions and Modifications

Any partner to this Memorandum of Understanding may request a modification of its terms. Revisions and/or modifications shall be requested in writing to all One-Stop Partners. Oral modifications shall have no effect. Ratification of the request by all the One-Stop Partners will constitute the modification in question.

c. Renewal

This MOU may be renewed by the One-Stop Partners with written unanimous consent for additional time periods.

XI. Impasse Procedures.

The following procedures apply to the resolutions of impasse situations in the Northeast Region when developing MOUs to ensure full participation of all required partners in the One-Stop delivery system:

In the event that an impasse should arise between the One-Stop Partner(s) and/or the WIB regarding the terms and conditions, the performance, or administration of this MOU, the following procedures will be initiated:

1. The local WIB and One Stop Partners will document the efforts that have taken place to resolve the issue.
2. If an impasse occurs, the Executive Committees of the WIB and CEO's will be notified and the issue will be referred to the State One stop Executive Team for resolution.

X. Other Provisions

- This MOU may be interpreted under Missouri State Law or Federal Law as applicable.
- Each partner agrees to participate in joint marketing efforts specific to the One-Stop system including but not limited to brochures, reports and newsletters. Such items will recognize each one-stop partner and will be cleared with the one-stop partners prior to release.
- Each partner agrees the privacy and confidentiality of all customer records will be maintained in accordance with the requirements of all applicable state and federal laws. Since many of the One-Stop Partners have access to the Toolbox Case Management System, those partners agree to abide by the use of confidentiality in utilizing Toolbox and any other information generated by any of the partners. By signing this MOU, all partners with access to the Toolbox Case Management System agree to abide by the Oath of Confidentiality guidelines included as attachment #1.

XII. Signatory.

Designated Chief Local Elected Official _____ Date

Workforce Investment Board Chairperson _____ Date

ONE-STOP PARTNERS:

Title I Grant Recipient

Authorized Signature _____ Title _____ Date

Title I Administrative Entity
(if other than Grant Recipient or Fiscal Agent)

Authorized Signature _____ Title _____ Date

Title I Fiscal Agent
(if other than Grant Recipient or Administrative Entity)

Authorized Signature _____ Title _____ Date

Missouri Division of Workforce Development:

Authorized Signature _____ Title _____ Date

Experience Works:

Authorized Signature _____ Title _____ Date

Missouri Department of Labor and Industrial Relations:

Authorized Signature _____ Title _____ Date

Missouri Division of Vocational Rehabilitation:

Authorized Signature _____ Title _____ Date

Moberly Area Community College:

_____ Authorized Signature	_____ President Title	_____ Date
_____ Authorized Signature	_____ AEL Director Title	_____ Date

North East Community Action Corporation:

_____ Authorized Signature	_____ Title	_____ Date
-------------------------------	----------------	---------------

Northeast Missouri Community Action Agency:

_____ Authorized Signature	_____ Title	_____ Date
-------------------------------	----------------	---------------

Resources for Missouri Incorporated:

_____ Authorized Signature	_____ Title	_____ Date
-------------------------------	----------------	---------------

Hannibal Career and Technical Center:

_____ Authorized Signature	_____ Director Title	_____ Date
_____ Authorized Signature	_____ AEL Director Title	_____ Date

Kirksville Area Technical Center:

_____ Authorized Signature	_____ Director Title	_____ Date
_____ Authorized Signature	_____ AEL Director Title	_____ Date

Macon Area Vocational Technical School:

_____ Authorized Signature	_____ Director Title	_____ Date
_____ Authorized Signature	_____ AEL Director Title	_____ Date

Moberly Area Technical School:

_____	_____	_____
Authorized Signature	Director Title	Date

Pike Lincoln Technical Center:

_____	_____	_____
Authorized Signature	Director Title	Date

St. Charles Community College:

_____	_____	_____
Authorized Signature	AEL Director Title	Date

Missouri Family Support Division:

_____	_____	_____
Authorized Signature	Title	Date

Gamm, Inc.

_____	_____	_____
Authorized Signature	Director Title	Date

Boonslick Regional Planning Commission

_____	_____	_____
Authorized Signature	Director Title	Date

Heartland Resources, Inc.

_____	_____	_____
Authorized Signature	Title	Date